

1889-032 Chancery Causes: John H. Snodgrass vs. Samuel Poteet &
Lee Co.

Sullivan, Coen, Cox, Williams, Graham

1 Plat

CA-Contract Dispute
T-Property

-Deed

To the Honorable H. H. Morrison, Judge
of The Circuit Court of Lee County Va.

Humbly complaining your orator
John H. Snodgrass will show your Honor
that he is the owner by purchase of an
undivided moiety of a tract of land sit-
uated on the south side of Powell's River
in Lee County Virginia. That said
tract of land contains one hundred
and fifty five acres. That he purchas-
ed said tract of land from A. J. Will-
iams and Louisa his wife H. L. Will-
iams and born with him wife?
Lan... and Josephine in his
said parties by deed dated
day of June 1877. conveyed
to your orator. all of which will
fully and at large appear by an
inspection of said deed which is
duly recorded in the Clerk's Office
of the Lee County Court a copy of
which is filed herewith as part of this
bill marked "A."

Your orator will now show your hon-
or that a part of this land has been
sold off. One piece to wit the one half
of 18 acres was sold by your orator to S. H.
Minter the other half of this 18 acres is

owned by the said Minter and others. Then
his lease became the owner of about 30 acres
lying ~~west of the~~ east and east of the Main road
leading from the Potent Ford of Powells River
to Rollers Chapel. The balance of this tract
is owned jointly by your orator and
one Samuel Poter. so, Tenants in common.
Your orator has several times offered to sell
his interest in said land to said Poter but
they have never yet agreed upon the price.
Several times your orator has offered to
partition the same but for some
the said Poter has always put
off by some excuse of delay or an
Your orator is advised that
to his said tract of ⁶/₁₀ ac.
between himself and the said Samuel
Poter and that is the object of this suit
to that end he prays that the said
Samuel Poter be made a party defend-
ant to this bill that he be required to
answer the same that upon a final
hearing that said tract or that part of
it owned by him and then said
Poter be partitioned, and that his
proity share be laid off and assigned
to him, that if practicable it be laid
off so as to give him access to the

public road and that such
other further relief both Special
and general as his case merits be
granted him, and as in duty
he will ever pray &c May Spc be issued
&c.

C. T. Dunsen for
Complainant.

6.32
 3.00
 6.74
 2.50
 Deho 6.00
 \$37.06

Repts Costs
 Recovered

6.40
 3.00
 wit 5.00
 A 15.00
 \$22.95

J. H. Snodgrass
 vs 1/2 Bill in Chancery

Samuel Potuit

1887 July Bill filed & heard
 Dec + Decree nisi

11 Aug Decree nisi Confd
 Cause set for hearing

1 Aug Term ans of
 Deft filed & Court do

11 Sept Decree remaining
 to Rules & Court do.

1889 Decr. Decree final

1 To the honorable H. H. Morrison Judge of the
2 Circuit Court of Lee County Va

3 Humbly complaining your orator
4 John H. Snodgrass would respectfully show to
5 your Honor, that heretofore to wit at the July
6 Rules 1887. of your Honor's Court, he filed his
7 original bill against one Samuel Poter, the
8 object of which was, and is, to have partitioned be-
9 tween the said Poter and himself a certain tract
10 or parcel of land owned by them as tenants in com-
11 mon. In said original bill it is averred and shown
12 that your orator is the owner by purchase of a moiety
13 of a tract of land situated on the south side of
14 Powell's River in said County, that said tract con-
15 tains 155. acres. that he purchased the same (said
16 moiety) from A. J. Williams and Louisa his wife
17 H. L. Williams and Cornelia his wife, Morion Law-
18 son and Josephine his wife, that said parties by
19 deed dated on the 19th day of June 1877. conveyed said
20 land to him, and he files said deed or a copy there-
21 of with said bill marked "A" Your orator in his
22 said bill further showed your Honor that one
23 Samuel H. Winter and others meaning one Will
24 Sullivan, claimed to be the owners of about ^{one half} 18 acres
25 of said land and that in this condition, he had
26 sold to the said Winter the other half of said 18 acres
27 of land. Your orator further shows your Honor
28 that one A. S. Cox is the owner of about 30 acres
29 of said tract situated on the east or northeast
30 side of the road leading from the Poter Ford on
31 Powell's River. to Rolles's Chapel. In this shows
32 your Honor that the other moiety of said Tract

1 is owned or claimed by the said Samuel Potuit
2 that is that the residue of said tract after deduct
3 ing therefrom that part of it owned by Leo Min
4 ter and Sullivan, is owned by the said Potuit &
5 your orator as tenants in common, after stating
6 these facts your orator prays for partition &c.
7 And now not waiving or abandoning said origi
8 nal bill but relying and insisting thereon and
9 hereby adopting the allegations in said original
10 bill as a part hereof, by way of amendment to said
11 original bill your orator will now here show your
12 Honor the chain of title under which both he and
13 defendant claim said tract of land, On the 29th
14 day of October 1833. one William Hobbs, by deed da
15 ted on that day conveyed said 155 acre tract of land
16 to Thomas Graham, a copy of said deed is filed here
17 with as part hereof marked "B." That after words to wit
18 on the 17th day of June 1845. the said Thomas Gra
19 ham by deed dated on that day conveyed said
20 tract of land to Louisa and Paulina Rushford
21 That the said Louisa & Paulina Rushford were
22 daughters of Pierce S. Rushford and Elizabeth
23 his wife A copy of said deed is here filed as part
24 proof marked "C" That sometime thereafter the said
25 Paulina Rushford died unmarried and without
26 issue ~~under that her interest~~ of said land as it is
27 claimed, descended to her father as her heir, but wheth
28 er the said Pierce was her heir or not your orator is
29 not prepared to say because he does not know whether
30 said Paulina died before or after attaining her ma
31 jority. That after words the said Louisa, and while
32 she was yet a minor intermarried with one

1 A. J. Williams whose wife she now is, and That the
2 said A. J. Williams & Louisa his wife, together with
3 the other parties therein named conveyed to your
4 orator by deed dated on the 19th day of June 1877 the
5 moiety of the said Louisa Williams formerly Ruth
6 Rutherford in said tract of land along with other land
7 therein named see exhibit "A" with original bill
8 This is the chain of title under which your Orator
9 claims an undivided moiety of said tract of land
10 or the balance of said tract after deducting there
11 from so much thereof as is owned by Leop, Nint
12 ter and Sullivan or those claiming under them,
13 and your orator understands that the said Poter
14 claims the other moiety of said land by title de-
15 rived from the said Pierce S Rutherford as the
16 heir of his daughter the said Paulina Rutherford
17 But your orator does not know under what title or
18 pretended title the said Poter claims the other
19 moiety of said land unless it is some kind of
20 a quit claim or release deed made to him by A R
21 Surgenor long after he was aware of your orator's
22 title to said land. And your Orator here states and
23 shows to your Honor that he had no knowledge what
24 ever that the said Poter claimed or asserted any
25 title whatever to the moiety of said land claimed
26 and owned by your Orator until he filed his an-
27 swer to said Original bill. As asserted in said
28 Original bill the said Poter many times between
29 1877. the date of your orator's deed, and the filing
30 of his original ^{bill,} proposed to purchase said moi-
31 ety of land from your orator, fully recognised
32 his title and never once denied or disputed the

1 title of your orator, nor never by word act or deed
2 shown to your orator did ^{he in.} anyway ~~even~~ denied
3 a common tenancy between your orator and
4 himself in said land. Several times your orator, and
5 said Poter attempted to trade about said land
6 Several times your orator proposed to partition said
7 land but each time he was put off by one excuse or
8 other but usually by the declaration by the said Poter
9 that he intended to purchase said land. Only a very
10 few days before the institution of his original suit
11 your orator and the said Poter had a conversation
12 about said land, in which your orator offered to
13 sell to him ~~or~~ partition the same with him but
14 he tried again to put it off for a few days, when
15 your orator wearying of such persistent delay
16 instituted his suit and now too soon it seems
17 because he now has no doubt that said Poter
18 was hoping by these delays, sought by him, to
19 get a sufficient lapse of time so that he might
20 interpose the Statute of limitation to the claim of
21 your orator. Your orator will now show your Hon-
22 or that after purchasing said lands in 1877 as above
23 stated, he came to this County, ^{to reside after them} that he found
24 the said land. The said Sullivan & Minter and
25 the said Poter in the possession of said land
26 that the said land and the said Poter each recog-
27 nised his title and begged him not to sue them
28 that this ^{he} agreed not to do, that he did sue said
29 Minter and Sullivan that the matter was compro-
30 mised by their recognising his title to said moi-
31 ty of said 18 acres which he afterwards sold to
32 the said Minter as before stated. That the said

1 Cop purchased his, and that the only thing which
2 prevented Potuit from purchasing, so far as he
3 knows was because your orator would not sell
4 to him at his own price. That part of said tract of
5 land sold to said Cop, all lies east and northeast
6 of said road and is separated from the residue of
7 said tract by said road, and your orator now
8 lays claim to no part of said tract lying east or
9 northeast of said road, that part owned by the
10 said Minter and Sullivan has never been direct
11 ly laid off to them but the boundary thereof is well
12 known, the said Minter is now dead but before
13 his death as your orator is informed he sold his part
14 and perhaps also the part of said land owned by
15 himself and said Sullivan to Wm Green who is now
16 the owner of it. Now the object of this bill is to
17 have that part of said land formerly owned by
18 the said St Minter and William Sullivan or
19 either of them laid off and assigned to them
20 and the residue of said tract lying west
21 and southwest of said road leading from
22 the Potuit ford to Rollers chapel purchased
23 between him and said Potuit and being with
24 out remedy at common law, and only properly
25 ly recoverable in a court of chancery he prays
26 your honor to take cognizance of his cause &
27 grant him proper relief to this end he prays
28 that Samuel Potuit William Sullivan and
29 William Green be made the parties defendant
30 to this bill and that they be required to answer
31 the same but an answer on oath is expressly
32 waived, And upon a final hearing he prays.

1 That, That part of said tract owned by the said
2 S^t Minter and William Sullivan or those
3 claiming under them be sold off and assigned
4 to them and That the residue of said tract be equally
5 divided between your orator and the said Samuel
6 Poter having due regard to quantity and quality
7 and That if the same can be done without injury
8 to the rights of said Poter That the share of your
9 orator be so assigned, ^{as to} give him access to said
10 road And he prays for full and general relief
11 May Spc issue &c.

12 John H Snodgrass, by
13 C. T. Duncan his Atty,

John H. Snodgrass

vs. Minter & Sullivan

Samuel Poter et al

1888 Apr 15 Bill Filed

" 2d Apr Ruler Spc Ex'd

on Poter & Sullivan

& D. W. as to them

" 1st Dec Ruler D. W. Ruler

& cause set for hearing

as to rights Poter & Sullivan

To the Hon. A. S. K. Morrison Judge
of the Circuit Court of Lee Co
Va.

The Defendant answers
of Samuel Potot to a bill filed
in this Hon. Court against him
by J. H. Snodgrass

Respondent says
the plff's bill is not good
and sufficient in law and
of this he prays judgement of
the Court ~~to make~~.

But if any
other or further answer be
deemed necessary, answering
he says, he has heard and
supposes it is true, that the
plff made at the time and
from the parties named by
him the purchase set out in
his bill, but of this he knows
nothing except what the plff
exhibits show and what
he says about it. He trusts
of which he does not know
& he has also heard that the
plff agreed to pay his
windsor for the land, but
has not nor is not likely to

do so. Respondent has been
informed and believes the plff
follows the calling of an
itinerant preacher and thus
carries a considerable scope
of country, and in his travels he
thunks up state and litigation
claims and cases & does in this
way quite a flourishing bus-
ness in conjunction with his
ministerial duties; the sacred-
ness of his calling enabling
him to have much confidence
placed in him. In this way
as respondent has been in-
formed while traveling on
a circuit in Kentucky, he
saw the plff and purchased
the land he mentions. But it is
wholly untrue, that he holds
as joint tenant with the re-
spondent. Respondent more
than two years or about that
time, before the plff made
his pretended purchase bought
from A. R. Suggs no de-
clared the land claimed to be
held in common, and before

his purchase this respondent
enclosed it by a fence has
continued to keep it enclosed, has
used & occupied it openly
notoriously continuously and
adversely against the p^lff
and his ~~benefactor~~ renew their
ancestry and all the
world. And so holds to this
day - He denies that the p^lff
has any land in common
with this respondent subject
to partition - and this claim
the p^lff well knew before
he filed his bill - and he is ad-
vised the p^lff has no right
to thus try an action of Ejectment
in Chancery. He denies that the p^lff
has any enforceable title against
any land in respondent's pos-
session or that the p^lff or
those under whom he claims
ever had any joint possession
or after legal division as to
entitle them to a partition - but
he claims the whole of said
land by virtue of his conveyance
title papers & the adverse pos-
session thereunder. He denies

that the p^lff vendors had or have
such title as confers the right
of partition upon the p^lff
before an action at law to
try the title - It is true the p^lff
has often tried to see deed
or in any way get hold of
said law - And it is true
the respondent has as often
refused - never having con-
templated a purchase - He
offered the p^lff a small sum
to go away and let him alone
telling at the same time he
did not own a foot of land
claimed by def^t - I felt was not for
the principal of purchasing a man
right respondent is answer he
could now afford to pay him
to get rid of this troublesome
litigious p^lff - But refuses to do
on any terms well knowing
the p^lff has right to the law he
denies each every allegation of
the p^lff, will not herein ex-
pressly admit or deny &
having now fully answered
he prays to be dismissed with
his costs. A. S. Ordmore

Virginia

Lee County to wit,

Samuel Patcet, this day personally
appeared before me and made oath
in due form that the statements
made in the foregoing answer
are true so far as they depend
on his own knowledge and that
so far as made on information
derived from others he believes
them to be true Given under
my hand this 31st Aug 1887

J. H. Hyatt

P.
Samuel Polet

Ado { Answer

J. H. Snodgrass

1887 Aug. Term and
filed in open court
by leave thereof
J. A. Hyatt

To the Hon. H. S. K. Morrison
Judge of the Circuit Court
of Lee County:

The Demurrer and
answer of Samuel Olatut
to a bill filed in this Hon.
Court against him and
others by John H. Snodgrass.
Respondent says, the plffs
^{amended} bill is not good and suf-
ficient in law and of this
he prays judgement of the
Court whereof.

But if any other
or further answer be deemed
necessary answering he says
that he relies on his answer
in this Cause to the plffs orig-
inal bill as a complete ans-
wer to this his amended bill
and for that purpose hereby
adopts it in answer to this
and refers thereto - as appli-
cable to this. And re-iterating
the same he says, the plff
has never had any land such
as he claims; and held the same
in common with this defend-
ant. But upon the contrary

at the time the plff, acquired
his pretended deed, and came
in search of his land, he found
this respondent in the peaceable
open adverse and notorious
possession thereof, having the
same all enclosed by a fence
and this respondent so continued
from and before the date of
the plffs deed, down to the pres-
ent time; the writ in the orig-
inal suit was served upon this
respondent June 18th 1887, and the
plffs own cause of action was
complete on the 19th day of June
1877, But those under whom
he claims, had had the right
of action for several years be-
fore the plff procured his deed.
So that your respondent is
advised that the statute of lim-
itation completely and per-
fectly protects him, and it
and he here invokes in his be-
half. But your ^{Respondent is} ~~complain-~~
ants are advised that the plffs
original bill was not suf-
ficient to enable him to pro-

ceed, and he had to file his
said amended bill, which
was not done until the 17
Nov. 1888; and so at that time
the plff was clearly barred
by the Statute of Limitations,
and it, and he again invokes
to protect him.

It is not true, as alleged by
the plff that this respondent
from time to time agreed to
perpetrate said fraud. Upon the
contrary this respondent often
told the plff he had no
land, and that the same belonged
to this respondent. As stated in
his former answer, this respondent
had been informed the plff
was a shrewd, cunning man
fond of litigation, and engaged
in hunting up lawsuits, and to
avoid trouble & expense and
aid himself of wily ways of
the plff he did offer him a
small horse to not sue him
but at the same time he told
the plff it was that much
thrown away as the plff had
no valid right to the same

But if your respondent is mistaken
in there, he is ~~advised~~ that as the
plff claims through the wife of the
late Pierce S. Rutherford, then the grantors
although infants, or married women
at the date of her death and that of
her husband must institute within
ten years from the death of the survi-
vor, and that the new disability of
Coverture or infancy or both can-
not be tacked on to the Coverture
of Mrs Rutherford, so as to shield
the plff or his vendors from the
consequences of their long delay and
neglect. Respondent denies ever in
any way recognizing the plff's title or
ever begging him not to sue, or ask-
ing him to delay for time. The plff's
vendors were bored at the date of
his deed - And this respondent has
had these lands fenced all the time
cultivating them, cutting rising timber
and crops at will. Is it not wonder-
ful that the plff had called for his
rents and profits? When the plff sold
to Cox, it was agreed between them
that the plff if he thought proper
could sue this respondent, and then

box and he agreed that if the plaintiff did not recover from this respondent; then the plaintiff was to pay box back the amount box paid him for his claim. And after this the plaintiff has the boldness to say this respondent recognized his title.

He denies ever, so recognizing it by act-word or deed, and challenges the plaintiff to prove any such allegation except by his own unsupported depositions. He denies holding any land in common with the plaintiff or his vendors. He claims the same now as he has done all the time in fee simple undivided by virtue of his deeds, made in pursuance of his purchase, and the payment of every dollar of the purchase money, at a full & fair price. The plaintiff, purchaser has never paid as this respondent is refused for the claim he asserts, but is endeavoring to make a clear gain by his sharp practices. It is true he has made considerable out of this claim out of Walter Sullivan & Preston box and perhaps others, but this respondent was not willing to contribute.

to the plaintiff's greed, and so told him
over & over again - and his allegations
that respondent recognized his title
and offered many times to purchase
the same is untrue and made no
doubt to bolster up his flimsy
pretense. Respondent denies each
and every allegation of the plaintiff's
amended bill not herein specifically
admitted or denied - and having now
fully answered he prays to be dis-
missed with his costs.

Respondent would further
state that his co-defendants
Minter Sullivan and Preston and
Co., have no interest whatever
in the land owned and claimed
by this respondent, the plaintiff
may have claimed title to their
pieces as he says through the
same chain of title, but they
are separate pieces and in no
way connected with this, which
as before stated is now and for
years has been enclosed by a
fence and in the sole & separate
possession of this defendant
And having fully answered

A. T. Pulemire
for Sept.

Samuel Poteet

Ado3

Answer

John H. Snodgrass

Filed in open
Court by leave
thereof April 30

1889

J. H. Snodgrass
cc

J. A. Snodgrass Plff
Against } In chy.
Samuel Poter - Deft

This
Cause came on this day to be
heard upon the papers formerly
read, the plff amended bill
and answer thereto by Samuel
Poter, and replication thereto and
depositions of witnesses; and
was argued by Counsel. On
consideration of which and
for reasons appearing to the Court
it is adjudged ordered and
decreed, that the plff's bill
be ~~dismissed~~ and the same is
herely dismissed; And that the
defendant recover from the
~~defendant~~ plaintiff, the costs
of this ^{suit} ~~action~~, to be taxed by the
Clerk; and no further action
being necessary the cause is
stricken from the docket.

J. H. Snodgrass.

Decree Final

Samuel Poteet.

Dec. 7. 1889

Entd Chas. B.

page 232-3-

Dec. 3rd 1889

J. A. Hyatt

Enter this
Dec. 3rd 1889.

W. S. M.

J. H. Snodgrass

vs

Samuel Poteb

Plff

3 Inches

Def

This cause came on this day to be heard on the bill and exhibits demurrer to said bill and was argued by counsel.

On consideration whereof said demurrer is sustained and on motion of said plaintiff leave is granted him to amend his bill so as to make Wm Sullivan and the ~~Executors~~ ^{Executors} of JH Winter parties defendant and to set out more fully the title under which both plaintiff and defendant claim, ^{the land sought to be partitioned} and the cause is remanded to rules then to be matured for hearing.

4 Indigo
25 3/4 Deane

Samuel Poter

Entered in
page Hes. Chan-
cery A. B.

J. A. H. H. H.
Clark & Co.

Enter this deane

Sept 6th 1888

H. S. K. M.

Rec'd of J. A. H. H. H.

John H. Snodgrass.

Plff

vs

B. Lee Chey

Samuel Polut

Def

This cause came on this day to be heard upon the bill of the Plaintiff and exhibit therewith the answer of the defendant and deposition of John H. Snodgrass with exceptions thereto and was argued by counsel on consideration whereof said exceptions are sustained, and leave is granted the Plaintiff to retake said deposition, and the cause is continued

Swodgrass

78

} Decr

Potter

Enter page 151

C. D. No. 3.

J. R. Hyatt & Co.

Enter this decree

N. & K. M.

Dec 2nd 1887

John H. Snodgrass

You will please take notice that on the 29th day of Nov. 1889, at the Clerk's office of the Circuit Court of Lee County Va in the Town of Jonesville, I will proceed to take the depositions of Samuel Pattee and others which when taken are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County in which you are plaintiff and I am defendant. And if from any cause the taking be not commenced on that day or if commenced be not completed the same will be adjourned and continued from time to time till completed.

Nov. 8th 1889.

Samuel Pattee.

Virginia Lee County to wit
This day Samuel Oatlet personally
appeared before me and made oath
that on the 8th day of Nov. 1889 he de-
livered to J. H. Snodgrass a true copy
of the within notice. Given under
my hand this Nov. 8th 1889.
J. S. Hyatt clerk

John H. Snodgrass

Plff

vs

Samuel Poteet

Def

Subj

The depositions of Samuel Poteet and N. S. Leok, taken at the Clerk's office of the Circuit Court for Lee County on the 29th November 1889, pursuant to the notice hereto attached, which when taken are intended to be read as evidence on behalf of the Defendant in the above styled Cause -

Present Defendant Samuel Poteet and his attorney.)

N. S. Leok a witness of lawful age being duly sworn deposes and says -

Question 1st by Def.

Please state, whether or not you purchased a tract or parcel of land from J. H. Snodgrass, adjoining the lands in controversy between him and Samuel Poteet?

Ans

I did.

At the time you traded with him Snodgrass, was it or not the agreement between you, that if Poteet outlawed Snodgrass, he was to pay you back your purchase money said him?

Ans. That was the Contract, but it was not reduced to writing, but he has acknowledged said Contract since.

Ques. Did you or not ever hear Snodgrass and Pateet talk about this land, if so state whether or Pateet denied Snodgrass title or acknowledged the same, state all you remember that occurred between them?

Ans. I have heard Mr. Pateet often tell Snodgrass that he Snodgrass had no land and they were speaking of the land in dispute - at one time I remember that in a conversation between said Snodgrass & Pateet at my house, Pateet said to him - You have no land over there - but that he Pateet said to him rather than go into law about his claim of land that he Pateet would give him Snodgrass so much and as witness remembers it, it was a horse - if he Snodgrass

would not bother him further about the matter, witness does not remember that any thing more was offered.

witness further states that the above contract as narrated on something to that effect was reduced to writing, but on account of some misunderstanding between the parties was not signed up by them.

In the conversations that I have heard between these parties about this land -

Potter always claimed the land in question as his under his deed from A.R. Surgenner, and at no time did he ever admit or recognize any claim to said land by said Snodgrass.

I am well acquainted with the land in controversy, and know that it, or the most of it is fenced up, and has been for some years before Potter purchased it from Surgenner.

And further this deponent saith not
N. S. Cox

Samuel Dotter an other witness
being duly sworn deposes & says

Ques. 1 Please, state whether or not you
are the defendant in this Cause?

Ans I am.

Ques 2. Please state whether or not any
time in conversation with John
H. Snodgrass, you admitted to him
that the land was his, and offered
to purchase it or did you claim
it as your own - State all that
occured between you?

Ans. - I never admitted said Snodgrass's
claim to said land at any time,
but always claimed it as my
own since I purchased it from
A. R. Surgenon, and told him
to his face at different times
that he had no land there,
but learning that said Snodgrass
was a litigious character and
troublesome in a law suit,
I did at one time at N. S.
Cox's house offer him a
small gray horse, for his

claim, as set up by him, telling him at the same time that he did not own a foot of land that I claimed but that I did this to avoid a lawsuit - I thought he agreed to take it, and he sat down to draw up the writings between us to that effect, but the writings was not such as we had agreed upon, and they were not signed,

I never agreed with said Snodgrass at any time to partition or divide said land, or in any way recognize his claim to said land, but always claimed it as my own and never recognized his right to one half or any part of said land at any time.

241.3 By the answer of said Snodgrass to question seven now read to you by the Court, taking this deposition he gives a detailed statement of the many things, state your version of the matter therein detailed.

Ans I have heard the answer to said

seventh question reads - and not a single word as detailed in said answer even occurred between us - I never at no time offered to purchase said land from said Snodgrass. only as above stated about offering him the horse and that only ^{was} to get rid of him and a lawsuit.

I did not, as said Snodgrass states in his deposition, offer him ~~and~~ a horse and money to make up the the sum of 150⁰⁰ but only offered him the horse, which I afterwards sold for 65⁰⁰.

At the time I purchased the land from A. R. Sargaman it was enclosed by a fence and had been for several years before - as well as I can remember it has been enclosed for about 30 years, I took possession of it under my purchase and have used and occupied it openly, adversely, continuously and claiming it as my

even ever since keeping it enclosed all the time, and never heard any claim set up to it, until said Snodgrass asserted it - and all the time up to the time I purchased it, it had been enclosed as above stated and occupied by those claiming it, and under whom I claim.

Said Snodgrass talked often about lawing me over the land, and at the time said Snodgrass & N. S. Cox traded they agreed in my presence, that if I outlawed Snodgrass, he was to pay back his purchase money, which purchase was a part of the same tract of land I claim. And further this witness saith not.

Samuel Poter

The foregoing depositions were taken, sworn & subscribed before me, at the time & place & for the purposes mentioned in the Caption above. 29th / 889 J. A. Byatt Counr

Samuel Poteet
add $\frac{3}{4}$ Depo

John H. Snodgrass

Taken & filed Nov
29th 1889.

J. A. S. Syatt

Cours fees 1.50
Wit .50

2.00

Mr Samuel Pteet

Sir you are hereby notified
that on the 19th day of July 1888 at the dwelling
house of A. J. Williams in Bath county Kentucky
I will proceed to take the depositions of the said
A. J. Williams & Louisa Williams & others which is
intended to be read as evidence on my behalf
in a certain suit in chancery now pending in
the circuit court of Lee county ^{Virginia} wherein I am
plaintiff & you are defendant & if from any cause
the taking of said depositions should not be commenced
on that day or if commenced & not completed the
taking of the same will be continued from time
to time & from place to place until the same is
finished at which time & place you may attend
if you think proper June the 19th 1888

yours &c.

J. H. Snodgrass

John H. Snodgrass
Notice
203
Samuel Poteet

Executed by delivering
a true copy of this
notice to Samuel
Poteet June 23rd 1888.

John Flannery
Deputy for R. D. Flannery
S. L. C.

Filed July 19th 1888
Harrison Willy Sr 526

Wm. D. Flannery Poteet

Not an official copy of the original
of the notice of the original
of the notice of the original
of the notice of the original

The Depositions of A. J. Williams & Louisa Williams which was taken at the dwellinghouse of the s. A. J. Williams in Bath county Kentucky on the 19th day of July 1888 which are intended to be read as evidence on behalf of the plaintiff in a suit in chancery now pending in the circuit court of Lee county Virginia wherein J. H. Snodgrass is plaintiff & Samuel Poteet is defendant. Present J. H. Snodgrass The Plaintiff.

A. J. Williams a witness of lawful age after being ^{first} duly sworn deposes & says.

2. 1st By plaintiff what is your age, occupation & place of residence
ans. I am fifty ^{years old} years, Occupation Farmer
residence Bath County Kentucky

2nd are you a married man or single

ans. I am a married man

3rd who did you marry & when did you marry

ans. Louisa Rutherford in the year 1863

4 Have you resided in Bath Co. Ky. continuously since the
marriage with Louisa Rutherford in 1863 & is she your ^{wife} present

ans. yes sir

5th did you or not join with your wife Louisa Williams
in a conveyance by deed of ^{an interest in} a tract of land claimed by her
situated in Lee County Virginia & if so when & ~~and~~ to whom

ans. I joined with my wife in a Deed to an undivided interest in a tract of land in Lee County Va said to contain 155 acres the conveyance was made to J H Snodgrass about the year 1877 and further this deponent sayeth not

A J Williams

Louisa Williams another witness of lawful age being first duly sworn deposes & says

2.nd by plaintiff what is your age & place of residence

ans. age 44 years residence Bath County Ky

2.nd are you married or single

ans. married

3. Who did you marry & when did you marry

ans. A J William in the year 1863

4. How long have you resided in Bath County Ky.

ans. I have resided continuously in this Bath Co Ky ever since my marriage

5. What was your name before your marriage

ans. Louisa Rutherford

6. did you ever reside in Lee Co. Va. & if so when

ans. yes sir I was born in Lee Co Va & remained there till I was about Twelve years old

7. Did you or not ever own any land in Lee Co. Va. & if so how much & from whom did you get it

ans. I owned a half interest in a tract of land in Lee Co Va said to contain ^{one hundred & fifty} ~~one hundred~~ ^{acres} ~~which tract was~~ ^{there about on wallings ridge} Deeded By Thomas W Graham to myself and sister (Pulina) who has since Deceased

8. Have you or not made a conveyance of your interest in the said tract of land & if so when & to whom did you make it

ans. I made a conveyance of the said land in the year 1877 (the exact date not recollected) to J H Snodgrass

and further this deponent sayeth not

Louisa Williams

State of Kentucky

Bath County to wit

J Harrison Wills a justice of the peace in & for the county aforesaid in the state of Kentucky do certify that the foregoing Depositions of A. J. Williams & Louisa Williams were duly taken before me at the time & place & for the purpose mentioned in the caption pursuant to the accompanying notice, that they were reduced to writing in my presence subscribed & sworn to by them given under my hand this 19.th day of July 1888

Harrison Wills J P B C

Fishes fee \$1.00

Paid by. pay. H W

1888

Aug 7- The within deposition is excepted to
because the witnesses are not compe-
tent to testify. 2. Because the questions
in so far as they relate to deeds and
conveyances is improper the deeds
being the highest and best evidence.
3. Because the certificate is in the hand
write of the self, and are irrelevant
A. S. Pickens

John Snodgrass

vs Decho

James Patent

Deed through the
mail in good
condition filed
July 25th 1888.

J. A. S. Haynes

The depositions of Joseph Graham & William Graham which was taken at the dwelling house of Joseph Graham in the county of Wolfe in the State of Kentucky on the 21st day of March 1888 which is intended to be read as evidence on behalf of J. H. Snodgrass in a Chancery cause pending in the Circuit Court of Lee county Virginia in which the said J. H. Snodgrass is plaintiff & Samuel Poteet is Defendant
Present J. H. Snodgrass (the Plaintiff)

Joseph Graham a witness of lawful age being first duly sworn deposes and says

Q. 1st ^{by Plaintiff} Are you acquainted with Louisa Williams of Bath county Ky.

Ans. I am.

Q. 2nd Is she a married woman

Ans. She is

Q. 3rd Are you acquainted with her husband & if so what is his proper name

A. I am & his name is Andrew J. Williams.

Q. 4th Do you or not know how long they have lived in Bath Co. Ky. & if so state it

A. I do not know the exact time but it is fifteen or twenty years

Q. 5th Were you acquainted with Louisa Williams before her marriage & if so what was her maiden name & the place of her nativity

A. I was and her name was Louisa Rutherford. She was born in Lee county Virginia near Jonesville and lived in that vicinity until she was nearly grown

6th Do you or not know of this same Louisa Rutherford (as it was or Williams as it now is) ever owning any land in Lee county Virginia & if so state what you know about it

a; I do. and ^{she} owned one half interest in a tract of land which ^{was} ~~tract~~ ^{deceded} to her and her sister Pulina (who has since died) which was deceded to them by Thomas Graham, which Tract of land was said to contain one hundred and fifty five acres, and is situated on the north side of Wallings Ridge about three miles South Eastwardly from Jonesville in Lee County Va.

" order that the further taking of these depositions be continued untill tomorrow morning at 9 a.m.

James At. West. J. P. W. C.

met in pursuant to adjournment at 9 a.m. March 22nd.

1855. Present same party as before (J. At. Snodgrass)

Examination of Joseph Graham Resumed,

2nd How long have you been acquainted with the said Louisa Williams

ans; from her infancy to the present

8th Are you any relation to her & if so state what

a; yes I am her uncle

9th Do you or not know what age she was at her marriage & if so please state it

a; she was married in her 18th or 19th year

10th what is your age

a; I am fifty six years old,

and further this deponent saith not.

Geo. Graham.

William Graham another witness of lawful age being first duly sworn deposed & says q^{ue} 1st by Plt^f what is your age occupation & place of Residence

ans; I am fifty five years old. a farmer by occupation and a Resident of Wolfe County Ky

2nd Are you acquainted with Louisa Williams of Bath county Kentucky & if so state what you know of her

ans; I am and have known her from her infancy.

She ~~was~~ the daughter of Pierce S. and Elizabeth Rutherford. and was born in Lee county Va. in the year of 1844 or 1845. Where she lived untill she was about twelve years old, when she was brought to this State to what is now Wolfe Co. Where she remained four or five years and then removed to Bath Co. Ky. Where in the year of 1862 she was married to Andrew J. Williams and they have Resided in that County ever since.

3rd Do you or not know of this same Louisa Williams ever owning any land in Lee county Virginia & if so state what you know about it

ans; yes I do there was a tract of land deceded to her and her sister Pulina (who has since died) by uncle Thomas Graham. situated in Lee Co. Va. on the north side of Wallings Ridge about three miles South Eastwardly from Jonesville supposed to contain about one hundred and fifty five acres

and further this deponent sayeth not

William J. Graham

Bill. of cost.

witness Joseph Graham. \$9.⁰⁰

William Graham \$2.⁰⁰

Justice fee for taking

depositions

\$2.⁰⁰
\$6.⁰⁰

Paid by Plaintiff J. H. Snodgrass six dollars,

this march 22nd, 1888.

State of Kentucky.

Wolfe County } to wit

I James H. Vest a Justice of the Peace in and for the county aforesaid in the State of Kentucky do certify that the foregoing depositions of Joseph Graham and William ^{Graham} were duly taken before me at the time and place and for the Purpose mentioned in the caption and pursuant to the accompanying notice and ^{that} the same was reduced to writing by me in these presents and subscribed and sworn to by them

Given under my hand this march 22nd, 1888.

John H. Snodgrass
vs
Joseph Graham
Samuel Tate
Fred Thayer
Muir in good
Canadian from J. H.
before whom taken
filed April 3rd 1888.
J. H. Vest J. P. W. C.
Cost of Deposition \$6.⁰⁰

14 32
8 82
6 74

Mr. Samuel Poteet

Sir you will please take notice that on the 8th day of November 1889 at the Clerks office of the Circuit Court of Lee county Virginia I will proceed to take the depositions of J. H. Snodgrass & others which when taken are intended to be read as evidence in my behalf in a chancery cause now pending in the circuit court of Lee county Virginia in which I am plaintiff & you are defendant if from any cause the taking of said depositions should not be commenced or if commenced should not be finished the taking of the same will be continued from time to time & from place to place until finished at which time & place you may attend if you think proper ~~Remember~~ the 7th Nov 1889

Respectfully yours

J. H. Snodgrass.

J. H. Snodgrass
notice to take
depositions

Saml. Poter

Executed by serving
a copy of the within
on Samuel Poter
November the 7th
1888 D. M. Pearson
for A. B. Muncy, J. L. C.

Fee paid by J. H. Snodgrass 50 00

John H. Snodgrass Plff.
vs
Samuel Poter et al Deft. } In Chancery

The depositions of John H. Snodgrass & others taken at the Clerk's office of the Circuit Court for Lee County, on the 8th day of November 1889, pursuant to the notice hereto attached, which when taken are intended to be read as evidence on behalf of the Plaintiff in the above styled Cause -

~~1. Question by John H. Snodgrass~~ a witness of lawful age being first duly sworn deposes and says

1. Question by complainant. What is your age, occupation and place of residence
ans. Sixty three years old Farmer residence Eolia Wise Co. Va.

2. Question by same State how much or what part of the 155 acre tract of land mentioned in the bill and amended bill in this case is claimed by you?

ans. One half of that part lying south & west of the wagon road that runs from the Poter ford on Powell's river to Rollers Chapel except eighteen acres embraced in a sale ^{to} & claim by S. H.

Winter Sec. & others

- 3 Question by Sam. Will you please state whether or not between the date of your purchase of this land in 1877. and the filing of the original bill in this case to wit July 1887. you had any conversations with Samuel Patut in reference to said tract of land and the ownership thereof.

ans. I did.

- 4 Question by same. State whether or not in these conversations, he denied or recognized your title to any part of said tract and if so what part.

ans. He recognized my right to one half of said land.

- 5 Question by same. How or in what manner did he recognize it. State if he ever offered to purchase your interest in it, and what occurred between you ^{and him} in reference thereto.

ans. He recognized my title by a purchase from Louisa Williams (formerly Louisa Rutherford) one of the parties to whom it was said the land was deeded & offered to buy the land of me accordingly.

- 6 So much of the foregoing answer as, undertakes to narrate what "is said" was deeded &c. is accepted to, because hearsay, irrelevant, and not responsive.

A. L. Orlinmord

6 Question by same. When was the last time you and he talked in reference to a sale by you to him of said land.

ans. It was a day or two before the bringing of this suit

7 Question by same. At that time did he recognize or deny your title, state all that passed between you at that time.

ans. we had been talking about a trade before that time about the land & I called on him at the time alluded to to get a decision about the trade with him & he asked me to give him until the next Tuesday to decide as to the purchasing of said land I then wrote an agreement between us the substance of which was that I was to wait until the next Tuesday & if he did not buy the land he would divide it & when I showed it to him he refused to sign it stating at the same time that sharp as I was I could not get my fingers in his eyes that way & ~~after this~~

8 Question by same did Mr Poter at any time assert title to the moiety of said land claimed by you or did he ever at any time deny your title to the same. so far as you know until after the institution of this suit.

ans. he did not

of question by some How many times
as nearly as you can state did Mr
Potter offer to purchase this land
from you before the institution of
this suit

ans. I can not state how many times but he often
spoke to me about buying the land & in every
conversation in reference thereto stated that he
wanted to buy it

Examination.

Quest 1 by Defts Counsel.

Did or not you sell a part
of the land you lay claim to
in this suit to A. D. Cox? That
is a part of this same tract?

ans. I sold that part lying north & east of the road
which is a part of the 155 acre tract alluded to

Ques 2. In your sale to Cox, did you
and him not make a condition-
al sale viz: That if you sued
Potter, and Potter gained the
land then that you was to
pay Cox back the purchase
money he paid you?

ans we did not have such agreement that I
recollect of.

Ques 3. At one time when Cox was

present, and probably making
you a payment ^{at his house in this County and by} that
not offer to sell the land in
this suit to Poteet; and did not
Poteet say to you in Cox's pres-
ence, that he did not believe
you had title to one foot of
the land he claimed, but to
avoid a lawsuit he would
give you a small gray horse
he then was riding - Did he
not then deny your title?

ans. the circumstances alluded to in the above question
did not occur in the above sense Mr. Poteet at
one time in Jonesville appeared to want to close
a trade with me on the land & agreed to meet
me at the dwelling house of H.S. Cox on the next
day & let me have a horse in payment on the
land & he accordingly met me accordingly with
two horses & offered to let me have one which
I think was a grey which he rated at \$130 - or
\$135 - dollars & at the same time offer to make
out a sum in money & claims to the amount
of \$150 - dollars for the land & I asked him
two hundred dollars & the trade was not closed
he did not at any time that I recollect of deny
my title to the land until he did so in his answer
I recollect of a conversation with him about

the Rutherford claims to this & other lands wherein he remarked that they ought not to be claiming this land for they had sold it a time or two when I remarked they had not sold this land.

In chief

Ques

Mr Snodgrass, please state whether or not in your deed to N. S. Cox for the land you sold him, you warranted the title generally?

This question is objected to its deed is its best evidence.

A. L. Pickens

ans. my recollection is I did.

And further this deponent saith not.

J. H. Snodgrass.

The foregoing deposition was taken subscribed and sworn to before me, at the time and for the purposes stated in the Caption - Nov. 8th 1889.

J. A. Hyatt Clerk
in Chgo.

John H. Snodgrass

vs 3 Deho

Samuel Deet

Taken & filed

Nov. 8th 1889

J. A. Hyatt

~~~~~

Cours Fee \$2.50

8      50  
\$3.00

The deposition of John H Snodgrass taken at the clerk's office of the county court of Wise County Va on the 19<sup>th</sup> day of November 1887 before me R. P. Bruce a Notary Public pursuant to a notice here with filed to be read as evidence in a suit in Chancery now pending in the Circuit court of Lee County Virginia in which John H Snodgrass is Complainant and Samuel Dotel is D<sup>f</sup>, Present John H Snodgrass Plff

The said John H Snodgrass a citizen of lawful age being first duly sworn deposes and says. That some time about the year 1876 or 1877 He was in the County of Chester in the State of Ky - all same business for J. Patrick Hogan Esq and after attending to the same he in returning to his home in Wise County Virginia came across the country by way of Menifee County to see one of his sons who resided in said Menifee County and calling

for dinner at a place that proved  
to be the residence of one Franklin  
L Williams in said County when in  
a conversation at the dinner table  
witness learned that the wife of the  
said Williams had come to that  
County from Lee County Va  
Witness stated that his County  
friend that County whereupon a  
conversation came up between Mrs  
Williams and this witness in  
which among other things Mrs  
Williams told witness that  
she was the daughter of one  
Pierce S Rushford and Elizabeth  
Rushford both of whom were then  
dead and that her mother in her  
lifetime had often told her that  
there was an estate in Lee County  
Virginia coming to them (meaning the  
children of them P S & Elizabeth  
Rushford) and that she Mrs  
Williams had wrote to different parties  
in Lee County Va to get them to  
attend to it and had up to that  
time failed to find one that would  
see after it for them whereupon  
Mrs Williams insisted that

This witness would undertake  
the matter for them and witness  
agreed that he would make  
some investigation of the matter  
and report to the heirs as the  
same. And after taking such  
memorandums as Mrs Williams  
was able to give witness returned  
to his home in Virginia and  
when opportunity offered witness  
went to Lee County Va and by aid  
of Council examined the claims of  
the said heirs as above stated  
which was pronounced by Christopher  
Atty to be good and witness  
was so advised and communicated  
the facts to said heirs who after-  
wards sold said estate to  
witness which consisted of  
interests in several tracts of  
land situated in Lee County Va  
Among which was an interest of  
an undivided half of what  
is called a one hundred and  
fifty <sup>five</sup> ~~and~~ tract situated in said Lee  
County on Wallens ridge and is  
the same sought to be divided  
by the plff in this case.

and which is also embraced in  
a deed of conveyance from A. J.  
Williams and others to the Plff.  
in this suit which is filed as  
Exhibit (A) and also the land  
embraced in a deed from Thomas  
Lyraham to Pelina Rutherford and  
Laura Rutherford who are the  
daughters of J. S. & Elizabeth Rutherford  
and was both infants at the time  
of <sup>the</sup> making of the said deed to them  
one of which to wit. Pelina Ruther-  
ford died in her infancy and  
the interests claimed by the Plff.  
in this case is that of Laura Ruther-  
ford who is now married to one  
A. J. Williams and who is the  
Laura Williams as known in the  
deed from A. J. Williams and others  
to this Plaintiff which is filed  
as above and returns states  
that having connected himself with  
the titles to said lands as before  
stated he sought to obtain possession  
of the same and in some instances  
suits were instituted but the  
defes did not suffer the titles

to be decided by a trial at Law but  
bought or divided and settled the  
matter without further controversy  
and when the Plff in this case  
approached the Deft. on the  
subject of a suit to get possession  
of his "plffs" interests in the land  
in controversy in this suit The  
Deft asked Plff. why he Plff.  
wanted to sue him meaning the  
Deft. and stated that he only claimed  
one half of the land meaning half of  
what he had in possession and  
that he would divide with this  
Plff. at any time. he Plff. wanted  
to but had rather buy plffs part  
and if Plff would wait until  
he Deft had paid for some other  
land he had bought he would  
buy Plff's part Witness states that  
Plff. waited accordingly after  
which Plff. called on Deft to  
close up the matter and Deft  
agreed to meet Plff at an  
N.S. boxes on the next day and  
bring a horse to trade to Plff.  
and the land Deft came accordingly  
and brought a horse which he

held at \$130.00 and undertook to agree with Plff on a trade for the land but failed to agree. Deft offered to make out with the price of the horse \$150 or in money and other things and Plff asked two hundred dollars. The matter then rested until the Spring of 1886 when Plff. went to see the Deft. to close up the matter and Deft told Plff that he did not have the money by him to buy the land and that his stock was thin in order and would not bring much and times was hard and did not wish to go in debt but if Plff would wait until fall he would buy the land and pay him Plff. the money for it. Utters states that he did not talk any man with Deft. that he recollects of about the trade until a day or so before the bringing of this suit when he went to Deft. & picting to close his trade about the land and Deft. wanted him Plff. to wait until the next Tuesday and he

would let him know whether he would  
buy the land or not, Wilcox states  
that he then tried to get Deft. to  
agree if he did not try to divide  
the land Deft. refused to make any  
agreement in any way & except that  
if Plff. would wait until the next  
Tuesday he would let him know  
whether he would buy the land or  
not Wilcox states that Deft.  
in every communication had with him  
with reference to the said tract or  
parcel of land the Deft. always  
recognized the Plff. title and  
joint ownership to the said land  
and was in possession of Plff.  
disputed Plff. right to the one  
half of said tract of land and  
that he never heard of Deft. setting  
up any claim to more than half of  
said tract in its undivided state  
until he heard Deft.'s answer in  
this case read And further this  
Deponent saith not.

John H. Snodgrass.

Virginia Wise County to wit.  
 I Robert P Bruce a Notary Public for the County of Wise and State of Virginia do certify that the foregoing Depositions of John H. Snodgrass was duly taken before me at the time and place and for the purposes mentioned in the Caption pursuant to the accompanying notice that they were reduced to writing by me subscribed and sworn to by him the said Snodgrass.

Given under my hand this  
 the 19<sup>th</sup> day of Nov. 1887

Robert P Bruce  
 Notary Public

Fee for taking deposition \$1.50

R. P. Bruce Jr.

John H. Snodgrass

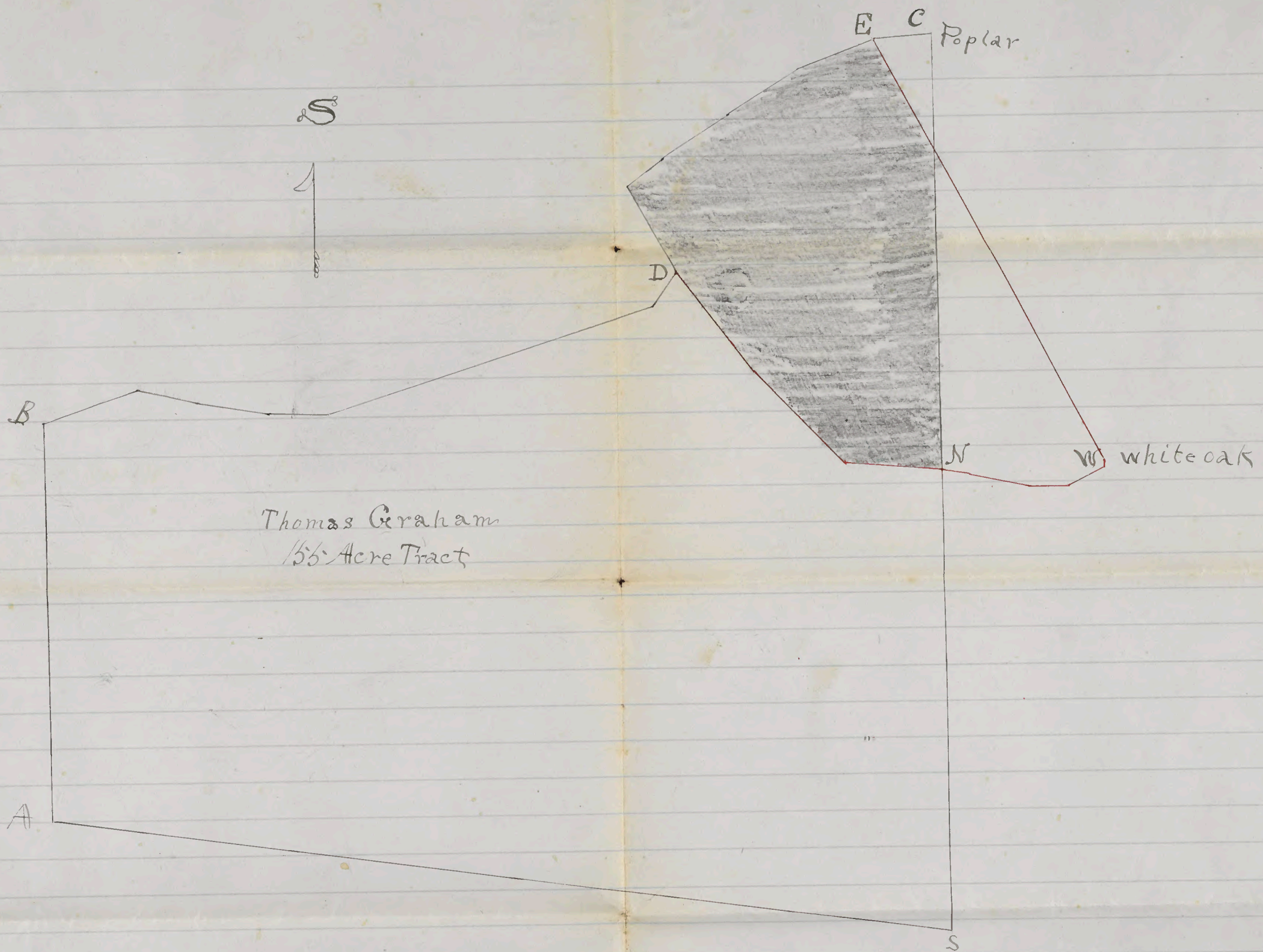
3 Depo.  
 no 3

Samuel Pattee

Received by mail  
 in good condition  
 and filed Oct.  
 28<sup>th</sup> 1887.

J. G. Hyatt

This deposition is accepted to, because it details a conversation between the plaintiff & Mrs. Williams his vendor - and seeks by hearsay to prove the heirs, and details largely hearsay as to who said heirs & heirs-cesters are. A. L. Preliminary  
 Dec 7<sup>th</sup> 1887. Dept.



Thomas Graham  
56 Acre Tract

Poplar

white oak

S

D

E

C

N

S

B

A

J. H. Sordygarson  
vs Plat

Wm Sullivan et al

Filed Aug 30 1882

J. H. Hyatt  
Clerk

John T Snodgrass et al Plff

VS

W<sup>m</sup> Sullivan et al Deft

} In Ejectment

Pursuant to an order of Circuit Court  
Lee Co Va. held the 29<sup>th</sup> March 82. I the undersigned Sur-  
veyor appointed, proceeded the 24<sup>th</sup> day of Aug 82 to survey  
& lay out the lands in dispute in the above styled cause  
according to the following Report & Plat.

Beginning for the Deft at (X) a white oak on  
the top of a spur of Wallens Ridge, claimed by the Deft.  
to be the same white oak called for in a Deed of 50 or 20  
acres from Jacob M. Lot to Daniel S. Dickison. Said tree  
was marked with a knife as a corner tree. Thence with  
the calls of said Deed, I run with the top of said spur  
to the ridge and with the top of the same to  
E a point the Deft claims to be at or near the position  
of the stake called for in said Deed. Though having  
run from D to E on a former occasion I did not actually  
run this particular day only from W to D the following  
courses & distance - S 61 $\frac{1}{4}$ ° E 65 $\frac{1}{2}$  C 7 $\frac{1}{2}$  - S 8 $\frac{1}{2}$ ° E 78 $\frac{1}{2}$  C 48 $\frac{1}{2}$  E  
5 p 6 (A) a point on the line C. S. a line I run on a  
former occasion (for Plff in Ejectment suit John T  
Snodgrass VS Henry Kinser) as the western line  
of the Thomas Graham 155 acre tract. Thence  
S 84 $\frac{1}{2}$ ° E 18 S 73° E 23 S 3 $\frac{1}{2}$ ° E 23 to D a line of said Graham  
tract as I run on said former occasion  
I set the point called for as a stake opposite the  
beginning corner. I began on the real line W. E. and  
running with the bearing of what was shown me to be the  
direction of an old fence supposed to have been the Dickison  
line S 24° E to E a point on top of the ridge and W pole  
east of C. The land in dispute is represented by the

shaded space N. D. C. C. The figure W. D. E. to W.  
embracing the lot of 15 or 20 acre tract. The Jeff  
had no surveying done. Most Respect Submitted  
D. M. Carmichael

Surveyors fee  
Surveying \$ 2.00  
Plotting & Reporting \$ 4.00  
\$ 6.00

J. H. Snodgrass et al  
vs  
Surv. Report

Wm Sullivan et al

Filed Aug. 30 1882

J. A. Hyatt Clerk

|            |      |
|------------|------|
| 163        |      |
| 72         |      |
| 1) 235     |      |
| 117        |      |
| 200        |      |
| 160) 23400 | (146 |
| 16         |      |
| 74         |      |
| 64         |      |
| 100        |      |
| 096        |      |
| 4          |      |

Surv. fee \$6.00

This deed made this 19<sup>th</sup> day of June in the year of  
Christ 1877 between Andrew J. Williams & Louisa  
his wife of Bath County Kentucky Franklin L.  
Williams & Correnia his wife & Marion Lawson  
& Josephine his wife of Menifee County and  
State aforesaid of the first part & John H.  
Snodgrass of Wise County Virginia of the  
second part. Witnesseth that the said parties  
of the first part for & in consideration of the sum  
of five hundred dollars lawful money of the  
United States to them in hand paid by the said  
party of the second part the receipt whereof is hereby  
acknowledged & for the further consideration of  
five hundred dollars to be paid (for which  
the S. party of the second part has executed to them  
his obligation in writing) doth grant bargain & sell  
all their right title & interest in four certain tracts  
or parcels of land lying & being in Lee County Virgin-  
ia on the South side of Powells river & north side  
of Wallings ridge to wit tract number one on the north  
side of Wallings ridge & bounded as follows to wit  
Beginning at a maple & sycamore thence S. 72 poles to a  
chestnut & black oak on the top of the ridge thence with  
the top of the ridge westwardly 200 poles to a poplar  
thence N. 163 poles to a sugar tree ash & white oak  
thence to the beginning containing one hundred and  
fifty five acres more or less it being the land sold  
by Wm Hobbs & Polly his wife to Thomas Graham on the  
29<sup>th</sup> day of Oct. 1833 & afterwards to wit on the 7<sup>th</sup> day

of June <sup>1845</sup> sold by the S. Graham to Pulina Rutherford  
& Louisa Rutherford all of which appears by the records in  
the clerks office of the county court of Lee county  
the interest hereby conveyed being one undivided  
half. Tract no. Two on the north side of Walling  
ridge & bounded as follows beginning at a buckeye on the  
north side of S. ridge & running N. 47 E 66 poles to a chest-  
nut oak hickory & locust on the top of the ridge thence  
along the top of the ridge to John Boggs' line & with  
his line to Gaylors original line & with his line to the  
beginning supposed to contain one hundred acres it  
being the land conveyed by Wm Hobbs & Esther his  
wife to Elizabeth Graham by deed dated the 15<sup>th</sup> day  
of January 1840 & of record in the S. clerks office of  
Lee county the interest hereby conveyed being the  
undivided interest consisting of three fourths and  
tracts number three & four being two certain tracts  
of land of which James Graham died seized lying on  
the south side of Powels river & north side of Walling  
ridge supposed to contain three hundred acres and  
which may be more fully described by two certain  
deeds made by Jacob M. Paley & wife to the S. James  
Graham & on record in the clerks office of the county  
Court of the S. county of Lee to which reference is  
hereby made the interest hereby conveyed in the  
two last mentioned tracts being three sixteenths  
with all the appurtenances of each of the foregoing  
tracts to have & to hold unto <sup>party of the second part</sup> ~~the said~~ & his heirs

forever & the s. parties of the first part for themselves  
& their heirs doth covenant with the s. party of the  
second part that they will warrant generally the  
premises hereby conveyed.

witness the following signatures & seals

A. J. Williams Seal

Louisa Williams Seal

A. J. Williams Seal

Correnia Williams Seal

F. M. Lawson Seal

Josephine <sup>her mark</sup> & Lawson Seal

State of Kentucky

Menife county To wit

I J. G. Hunt a justice of the peace for the  
county aforesaid in the state of Kentucky do certify that  
Andrew J. Williams & Franklin L. Williams whose names are  
signed to the writing above bearing date on the 19<sup>th</sup> day of June  
1877 hath acknowledged <sup>the same</sup> before me in my county aforesaid  
given under my hand this 19<sup>th</sup> day of June 1877

J. G. Hunt J. P. M. C.

State of Kentucky

County of Menife to wit

We J. G. Hunt and William Kring  
Justices of the peace for the county of Menife in the State of  
Kentucky do certify that Louisa Williams the wife of  
A. J. Williams & Correnia Williams the wife of F. L. Williams  
whose names are signed to the writing above bearing  
date on the 19<sup>th</sup> day of June 1877 personally appeared before  
us in the county aforesaid & being examined by us

privily and apart from their said husbands & having the writing aforesaid fully explained to them they the said Louisa Williams & Correnia Williams acknowledged the said writing to be their act and declared that they had willingly executed the same & does not wish to retract it. Given under our hands this 19<sup>th</sup> day of June 1877

J. G. Hunt J. P. M. C.  
Wm Kring J. P. M. C.

State of Kentucky

Morgan county to wit

I *J. D. Goodwin* a justice of the peace for the county aforesaid in the State of Kentucky do certify that Marion Lawson whose name is signed to the foregoing writing bearing date on the 19<sup>th</sup> day of June 1877 hath acknowledged the same before me in my county aforesaid given under my hand this 20<sup>th</sup> day of June 1877 *J. D. Goodwin* J. P. M. C.

State of Kentucky

Morgan county to wit

We *J. D. Goodwin* and *H. W. Vest* justices of the peace for the county of Morgan in the State of Kentucky do certify that Josephine Lawson the wife of Marion Lawson whose name is signed to the foregoing writing bearing date on the 19<sup>th</sup> day of June 1877 personally appeared before us in the county aforesaid & being examined by us privily & apart from her said husband & having the writing aforesaid fully explained to her she the said Josephine Lawson acknowledged the said writing to be her act and declared that she had willingly executed the same & does not wish to retract it. Given under our hands this 20<sup>th</sup> day of June 1877

*J. D. Goodwin* J. P. M. C.  
*H. W. Vest* J. P. M. C.

Virginia, Lee County Court Clerk's office  
the 2nd day of July 1877. The foregoing Deed from  
S. J. Williams & Louisa <sup>of Bath County Kentucky</sup> his wife, S. L. Williams  
and Lorenna his wife; S. M. Lawson & Josephine  
his wife of Menifee County Kentucky, of the one part  
to John H. Shoadgrass of Wise County Virginia  
of the other part, was this day admitted to record  
upon the Certificates of J. S. Hunt & Wm Kring,  
Justices of the peace in & for Menifee Co. Ky. and S.  
D. Goodwin & H. W. Vest Justices of the peace in & for  
Morgan Co. Ky.

Teste R. W. Orr Jr. D. C.

C. C. Rutter Ford,

John H. Snodgrass

Home & Deed

S. J. Williams wife et al,

Recorded in Deed Book  
No. 18. Page 70.

R. W. Orr, Jr. D.C.

"A" "

61.25  
1.00  
\$2.25 Paid

July 21 1877

This Indenture, made this 7th day of June in the year of Christ 1846. between Thomas N. Graham of the County of Lee & State of Virginia of the one part and Pulina Rutherford and Louisa Rutherford of the County & State aforesaid of the other part, Witnesseth that the said Thomas N. Graham for and in consideration of the sum of \$300 current money of the United States to him in hand paid, the receipt whereof is hereby acknowledged doth grant bargain and sell unto the said Pulina Rutherford & Louisa Rutherford a certain tract or parcel of land, lying and being in the County of Lee & State of Va. on Wallings ridge containing one hundred and fifty acres more or less for a more full and perfect description of which reference is here made to a deed, made by William Hobbs to Thomas N. Graham & of record in the Clerk's office of the County Court of Lee County, with all its appurtenances to have and to hold the said tract or parcel of land, with all its appurtenances unto the said Pulina Rutherford & Louisa Rutherford and their heirs to the sole use and behoof of them the said Pulina Rutherford and Louisa Rutherford and their heirs forever, and the said

Thomas St. Graham for himself and his heirs doth covenant with the said Perlina Rutherford & Louisa Rutherford and their heirs, that he the said Thomas Graham and his heirs the said tract or parcel of land with all its appurtenances unto the said Perlina Rutherford and Louisa Rutherford and their heirs against the claims of all persons whomsoever, shall warrant and will forever defend, in witness whereof the said Thomas St. Graham has hereunto subscribed his name and affixed his seal the day and year first above written.

Thos. St. Graham Seal

Lee County Clerks office the 21<sup>st</sup> day of December 1845 This Indenture of bargain and sale for land between Thomas St. Graham of the one part, and Perlina Rutherford and Louisa Rutherford of the other part, was acknowledged before me and admitted to record.

J. W. S. Morison C. C.

Acopy of the Record.

Teste John R. Gibson Clerk.

Perlinia Ruthenfordiana  
From Copy of Deed

Thos. & T. Graham  
Deed Book No 10

Page 147  
J. R. Gibson del

"6"

for 50¢  
Paid by J. H. S.

Eolia Virginia Dec. 2<sup>nd</sup> 1887

Hon C. J. Duncan

I had intended to be at court at Jonesville next week up to a little while ago & one of my children was taken suddenly sick & I don't think it prudent for me to leave home at this time & if my presence should be necessary in any matter that may come up please endeavor to get the indulgence of the court until such time as I can attend to it

The depositions were taken pursuant to the notice you wrote & were mailed to the clerk at Jonesville I think we had better file the deeds connecting the Rutherford heirs with the title to the land I had them copied & thought I had them in my possession but I can only find one which I enclose to you from William Hobbs to Thomas Graham you will probably find the deed from Graham to the Rutherford children filed in the case of myself vs. Wm. Sullivan &c. if not please have it copied & filed if you think necessary my recollection is that Graham in making his deed signs his name Thomas N. but it is the same man & the same land I send this as suggestions but exercise your own discretion in the matter & do the best you can. yours &c. J. H. Snodgrass.

Letter to Duncan  
from Suddhooas

11  
Mr Samuel Poter  
Sir

You will please take notice  
that on the 19<sup>th</sup> day of November 1887  
at the County Courts Clerks office of  
Wise County Virginia I will proceed  
to take the deposition of John H Snodgrass  
and others to be read as  
evidence in my behalf in a chancery  
cause now pending in the Circuit  
Court of Lee County Virginia in  
which I am plaintiff and you  
are defendant and if from any  
cause said depositions are not  
completed on that day the taking  
thereof will be continued from  
day to day and from place to  
place and from time to time  
until they are finished

November 30<sup>th</sup> 1887. Very Respectfully  
John H Snodgrass

J. H. Snodgrass  
vs. } notice to take  
Depositions

Samuel Poteet

Executed by deliver-  
ing to Samuel Poteet  
a copy of this notice  
Nov. 4th 1887.

John Flanery Deputy  
for E. H. Ewing, S. L. C.

Filed Nov. 19th 1887

R. O. Bruce  
Notary Public

Mr Samuel Tate

TAKE NOTICE, That \_\_\_\_\_ on the 21 day of  
March, 1888, at the dwelling-house of Joseph  
Graham, in Wolfe County, Kentucky between  
the hours of 9 o'clock A.M. and 5 o'clock P.M., I  
will proceed to take the deposition of Joseph Graham, Wm Graham,  
A. J. Williams, Louisa Williams, and others  
which, when taken, are intended to be read as evidence on my behalf in a certain suit in Chancery  
now pending in the Circuit Court of Lee County, State of Virginia, in which  
J. H. Snodgrass is plaintiff and  
Samuel Tate is defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the  
taking thereof will be adjourned from time to time, and from place to place, until completed.

March 9, 1888

Very Respectfully,

J. H. Snodgrass.

J. H. Snodgrass  
vs { Estate to Taken  
Depositions.

Samuel Potick

Executed by deliver-  
ing a copy of the writ-  
in notice to Samuel  
Potick, March 9, 1888.

Zion Flanary  
deputy sheriff for  
R. D. Flanary, J. C. C.

Filed March 21<sup>st</sup> 1888

James H. Vest, J. P. W. C.

# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Samuel Cole*  
*Wm. Sullivan and Wm. Green*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the <sup>third</sup> ~~first~~ Monday  
in ~~November~~ <sup>an answer</sup> next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them*

by

*John H. Snodgrass*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 15<sup>th</sup> day of ~~November~~ *November* 18 ~~88~~ *88*, in the 11 <sup>3</sup> year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.  
*J. A. G. Hyatt*

Hon  
Wm. Green

# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Samuel Poteet*  
*Wm. Sullivan and Wm. Green*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the <sup>third</sup> first Monday  
in *November* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by

*John H. Snodgrass*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.  
This *18<sup>th</sup>* day of *November* 18*88*, in the 11*3* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste

68  
John W. Snodgrass  
3 Shd in chcy  
vs 3 to answer and  
3 amb. Bill  
Samuel Poteet et al  
To 2nd Nov. Rules 1888

Executed by  
delivering office  
copies of this Spu  
to Samuel Poteet  
and Wm Sullivan  
Nov. 17<sup>th</sup> 1888. Not  
executed as to Green  
he not being found  
in my bailiwick  
Zion Flannery Deputy  
for R. D. Flannery

# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Creeting:

WE COMMAND YOU to summon

*Samuel Tate*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House  
on the first Monday in *July* next, being Rule Day, to answer a  
Bill in Chancery exhibited in our Court against *him*, by

*J. A. Brodgrass*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said  
Court, at the Court House, this *18<sup>th</sup>* day of *June* 188*7* in  
the 1 *11* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste:

Ch. T. D.

J. A. Snodgrass  
vs  $\frac{3}{3}$  Spainchoy  
Samuel Tateet

To July Rule 1887

Executed by  
delivering an  
office copy of this  
Spa. to Samuel  
Tateet June 18/87.  
Zion Flanary  
Deputy for R. D. Flanary  
J. L. L.